

No. 9(81)81-6Lab/12507.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s The Kenapo Textile Pvt., Ltd. Sector 6, Faridabad.

BEFORE SHRI M.C. BHARDWAJ, PRESIDING OFFICER INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 81 of 1981

between

SHRI KHEM CHAND, WORKMAN AND THE MANAGEMENT OF M/S THE KENAPO
TEXTILE PRIVATE LTD., SECTOR 6, FARIDABAD

Present:—Shri R.L. Aneja for the workman.

Shri K.P. Agarwal for the management.

AWARD

By order No. ID/FD/23-80/13158, dated 17th March, 1981 the Governor of Haryana referred the following dispute between the management of M/s The Kenapo Textile Private Ltd., Sector 6-Faridabad and its workman Shri Khem Chand, to this Tribunal, for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Khem Chand was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties issue was put as per term of reference and the case was fixed for the evidence of the management who examined Shri Om Parkash Santhalia, Chief Executive of the management as MW-1 and closed its case. The workman examined Shri Murari Singh as WW-1, Shri Kishan Lal, Time Keeper of the respondent as WW-2, himself as WW-3, Shri Gokal Chand as WW-4 and Smt. Sita Rani, Ex-workman as WW-5 and closed his case. Arguments were heard. Now I give my finding on this issue :—

Issue No. 1—MW-1 stated that the concerned workman was a peon of the management. He was given charge-sheet Ex M-1. The enquiry was closed,—*vide* Ex. M-2 and the workman was given full wages for the period of suspension. The Enquiry Officer was informed,—*vide* Ex. M-3. The management had received information from the Director that retrenchment may be effected. The management displayed seniority list Ex. M-4. The name of the concerned workman appear in the list at point A. Notice Ex. M-5 was sent to the workman by registered post. Amount of compensation was sent by money order postal receipt Ex. M-6. All the workmen had received compensation except the concerned workman. The factory remained closed from December, 1979 to April, 1981. It was restarted in May, 1981. The management had not employed any Peon since then. In cross examination the witness denied a suggestion that this factory was known as Calcutta Silk Mills, previously. He stated that Calcutta Silk Mills was located at Calcutta but this factory used to manufacture cloth for that mill. They had kept a godown in this factory for cutting and packing purpose. The concerned workman used to work in that godown. He did not know the designation of the work man. The workman started work in this factory from November, 1973. He admitted that in Calcutta Silk Mills the material uncle of the witness was Director. He further stated that the godown was looked after by the General Manager by the Calcutta Silk Mills. The witness had no concern with the godown. Shri Shiv Kumar Gupta was the General Manager. He denied the suggestion that all the workmen of Calcutta Silk Mills posted at Faridabad were transferred to this management. He did not know if the workman was given any charge-sheet prior to 29th September, 1979. He admitted that there was no written complaint against the workman prior to that date. He did not know the name of the union formed by the workers of the factory in 1978 but that was union of B.M.S. He denied the suggestion that that union had changed its affiliation to AITUC. He denied the suggestion that the workman was President or other office holder of the union. He admitted that Shri M.P. Bansal appeared once or twice in the conciliation proceedings on behalf of the management. He denied that the workman appeared there as President of the union. He admitted that Shri K.P. Agarwal held enquiry against the workman. He further stated that a notice of withdrawal of enquiry proceedings was sent by the management

and Shri K.P. Agarwal to the workman. Notice was sent on 13th December, 1979 and he was asked to report on 16th December, 1979. He admitted that the same was sent by registered post but he denied the suggestion that a blank paper Ex. W-2 was placed in the registered envelope which was Ex. W-1. He admitted that letter Ex.-3 was received by Shri Kishan Chand on behalf of the management. He admitted A.D. receipt Ex. W-4. It was possible that the same might have not been replied. He did not know if the workman had come to duty on 16th December, 1979 and thereafter. Seniority list was displayed on 17th December, 1979. Retrenchment was effected on 26th December, 1979. He denied the suggestion that the management or the Enquiry Officer did not intimate the workman about the withdrawal of enquiry proceedings which was fixed for 25th December, 1979. He denied the suggestion that there was other person named Triloki in the factory and he was still working. He denied the suggestion that no money order was sent to the workman. Seniority list was not sent to the workman but it was displayed at the notice-board. At present there were about 80 workers in the factory. The duty of Peon was performed by the management. Powercut had been reduced now therefore, the management dared to re-start the factory. There was no Managing Director in the management. There had been a change in the Directors also. He denied the suggestion that retrenchment was effected to finish the union. He did not know if there was any settlement by which the management had agreed not to effect retrenchment for the next two years.

WW-1 stated that he was in the service of the management from 1st February, 1977 to 24th August, 1979. In July, 1979, the workman had formed a union named Kenapo Textile Workers Union. The concerned workman was its President and the witness its Vice-President. The management did not like the union. The management had formed another union of B.M.S.. In cross-examination he stated that in 1979 there were about 50-60 workmen. Union was not registered. The record of the union was with the General Secretary who had left Faridabad. He further stated that his dispute was also referred in which award had been already passed which was against the witness. WW-2 stated that he had brought summoned records. There was no worker named Shri Trilok Singh in the attendance register. There were 51 workmen and 10 staff members. The names of the Chowkidars were Dharam Nath Singh and Bhakat Bahadur. There was no other Peon. He had joined factory w.e.f. 5th May. He did not know if there had been retrenchment before his joining service. He did not know if the management had any grievance with the concerned workman. He admitted that there was a union before retrenchment. The workers had formed B.M.S. union previously and then Textile and Embroidery union. Shri Murari Singh was President of B.M.S. and Shri Khem Chand was President of Textile Mazdoor Union. WW-3 the concerned workman stated that this management was known as Calcutta Silk Mills previously. He joined as office Peon in 1970. The management changed its name to Kenapo Textile. Service certificate of the concerned workman was Ex. W-2A. There was no complaint about the work of the concerned workman. He was a permanent workman. The workman had formed B.M.S. union in April, 1979 but they went to Textile Workers Union in the month of July. He was elected its President. Then union was affiliated to AITUC. Subscription receipt was Ex. W-3A. The Administrative Officer had asked him to finish the union otherwise his services would be terminated. He was terminated on 19th September, 1979. No charge-sheet was given to him. Again said that charge-sheet was given on account of union activities. Shri K.P. Agarwal was Enquiry Officer. A letter was received from the management on 18th December, 1979 in which a blank lined paper Ex. W-2 was found. Envelope was opened in the presence of the Post Master. He had sent a letter Ex. W-3 to the Dy. Labour Commissioner A.D. receipt was Ex. W-4 on 25th December, 1979 he had gone for domestic-enquiry but the same was not held. A telegram copy Ex. W-5 sent to the Labour Commissioner. He did not receive any letter from the management for asking him to join duty. He was not apaid retrenchment compensation. There was one Triloki Singh Peon working with him who was still working in the factory. In cross-examination he stated that he did not have any appointment letter. He had no proof he joined services in 1970. He had receive service certificate Ex. W-2A so that his previous service may continue. He denied that it was issued to him at the time of his final settlement. He did not receive any letter by which his services were transferred to Kenapo Textile. He admitted that he joined Kenapo Textile on 21st November, 1978 as a peon on Rs. 150/- P.M. He denied that he had received letter regarding withdrawal of enquiry proceedings on 13th December, 1979. He did not know if the management had displayed seniority list on 17th December, 1979. He admitted his address on Ex. M-5 as correct. He also admitted receipt of Ex. M-5. He further stated that he was shown money order by the Post Master but the amount was short, therefore, he did not receive it. He did not remember if he had told the Conciliation Officer about seniority list. He did not know if the other workmen of the factory collected their retrenchment compensation. The record of the union was with the General Secretary who had left Faridabad. He had no record about election of the union. WW-4 stated that he new the concerned workman. He had delivered Ex. W-1 to the workman on 18th December, 1979. It was opened in his presence and a lined blank paper Ex. W-2 was recovered from it. In cross-examination he stated that there was one postman with him who used to deliver outstation post. He himself used to deliver post of village Neemka. He had gone to the house of Shri Khem Chand to deliver registered letter but he was not available. There was none other present in the post office at the time of opening of the registered letter. He further stated that normally all the persons opened their letter in the post office because they are illiterate. He belonged village Neemka and knew the family of the workman. He admitted that he did not put any sign on the blank paper. He denied that a letter copy Ex. M-2 was recovered from the envelope. WW-5 stated that she had worked in the factory up to 1979 along with the concerned workman. She further stated that the workman had formed a union and he was elected its President.

The learned representative for the management argued that the reference was about termination of services whereas he was retrenched. The management had complied with section 25(F) of the Industrial Disputes Act. He further argued that the management had displayed seniority list according to Industrial Dispute Rules. He further argued that the workman had failed to prove his status in the union. He cited 1968 ILLJ page 291. The learned representative for the workman argued that two concerns were of the same family. The management had failed to inform the workman and had sent blank paper. Retrenchment was illegal. No reason of retrenchment was given by the management. He further argued that retrenchment amounted to termination. He cited 1968 (S.C.) 1413, 1971 Current Law Journal page 583 1973 LLJ page 83.

I find from the claim statement that the workman had averred in para 2 that he was the President of Mill Committee. In para 4 he stated that the management sent him a letter containing blank white paper and he was verbally told to be reinstated. In para 5 he averred that the management announced closer. In para 6 he states that he was served retrenchment notice, dated 26th December, 1980. I have gone through the documents Ex. M-31, M-32, W-1, W-2, MW-8 and find that the name of the concerned workman appears as President of the union. According to Ex. M-2 the workman was informed about withdrawal of enquiry proceedings and his reinstatement with full wages. The workman had admitted the receipt of registered cover but denied receipt of this letter. He produced WW-4 Post Master who belongs to the village of the concerned workman. Letter was opened according to the witness by the concerned workman and he was told that it contained blank paper. The witness believed the version of the workman. He did not put any identification marks on that blank paper. I find that Ex. W-2 is a lined paper with no mark of any kind. In the claim statement the workman stated that it was a blank white paper. No reason is forthcoming as to why the management will place a blank paper into the envelop while it was sending the same by registered A.D. post. I do not place credence to the version of the workman in this behalf. Ex-M-4 is seniority list of workmen. Under the category peon there are two names number 1 of the concerned workman and 2nd of Triloki Singh. The workman had summoned the Time Keeper of the management with records who stated that there was none of the name of Triloki Singh in the employment of the management these days. Under section 25(F) the management had remitted retrenchment compensation to the concerned workman which he admitted in his statement but did not receive as the amount was not full according to him, but he did not elaborate as to what was the specific amount payable to him. Copy of the notice was sent to the Labour Officer, Faridabad also. Ruling cited by the workman in 1973 Current Law Journal at page 83 the management had failed to pay or offer retrenchment compensation. But in the present case the same was remitted to him by money order. Therefore the management complied this provision. I find that this is not a case of termination of services rather it is of retrenchment. The workman has failed to prove that a junior to him has been re-employed by the management or that some other employee in the same category has been employed by the management. It is, therefore, held that the workman is not entitled to any relief, however he will be entitled to his service benefits and amount of compensation if not paid to him by the management. It is also made clear that the management will re-employ under law and rules when-ever a vacancy arises in the category of the workman. I order accordingly.

M. C. BHARDWAJ,

Presiding Officer, Industrial
Tribunal, Haryana, Faridabad.

No. 879, dated 25th September, 1981.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

M. C. BHARDWAJ,
Presiding Officer, Industrial
Tribunal Haryana, Faridabad.

No. 9(1)81-6Lab./12561.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workmen and the management of Managing Director, Haryana State Co-operative Land Development Bank, Ltd., Chandigarh, (ii) The Manager Karnal Primary Co-operative Land Development Bank Ltd., Karnal:-

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 99 of 78

between

SHRI SHAM DASS, WORKMAN AND THE MANAGEMENT OF (i) MANAGING DIRECTOR,
HARYANA STATE CO-OPERATIVE LAND DEVELOPMENT BANK LTD., CHANDIGARH,
(ii) THE MANAGER, KARNAL PRIMARY CO-OPERATIVE LAND DEVELOPMENT
BANK LTD., KARNAL

Present :-

Shri Madhu Sudan for the workman.
Shri R. C. Goel for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor, - *vide* his order No. ID/KNL/53-77/26131, dated 16th June, 1978 under section 10(i)(c) of the Industrial Disputes Act for adjudication of the dispute existing between Shri Sham Dass, workman and the management of M/s (i) Managing Director, Haryana State Co-operative Land Development Bank Ltd., Chandigarh, (ii) The Manager, Karnal Primary Co-operative Land Development Bank Ltd., Karnal. The term of the reference was :—

Whether the termination of services of Shri Sham Dass was justified and in order ? If not, to what relief is he entitled ?

On the receipt of the order of reference notices as usual were sent to the parties. The parties appeared on 25th September, 1978, filed their respective pleadings and issues. As per reference was framed on the basis of the pleas of the parties.

The management examined Shri Sultan Singh, Manager as their sole witness. The workman examined himself as his witness and closed his case. I heard the learned representatives of the parties and decide the issue as under.

The management has admitted that the workman has worked with them from 14th October, 1974 to 1st August, 1977 but has alleged that his appointment was illegal as the same was made by the Primary Co-operative Land Development Bank Ltd., Karnal and not by the Haryana State Co-operative Land Development Bank Ltd., Chandigarh and the same was against the bye-law 70 of the bank. It has been not refuted by the management that the workman was not issued any notice nor paid any service compensation. The management has placed on file the letter directing the termination of staff appointed on daily wages and on *ad hoc* basis which is Exhibit MW-1/D. The termination order is Exhibit MW-1/C. Exhibit MW-1/B is the letter addressed to the workman which is dated 29th May, 1979 offering him to join his service again as others who were terminated alongwith him had joined their duties but the workman denies the receipt of this letter. From the above mentioned facts it is obvious that the workman has worked for about three years with the respondent and he had been receiving his wages during this period and it has also been admitted by the management witness that no audit objection was ever raised as to his illegal appointment. Moreover it was not the fault of the workman and he cannot be punished for any irregular or illegal act of the management. The termination of the workman cannot be held to be justified and in order. The workman has admitted that he has been appointed with H.S.E.B. with effect from 22nd March, 1978 at a monthly salary which is more than what he was getting while he was in the service of the respondent. As the termination has been held to be illegal and unjustified, The workman is entitled to reinstatement with continuity of service and with wages from the date of termination to 22nd March, 1978 the date of his joining the H.S.E.B. The reference is answered and returned accordingly.

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Dated the 27th September, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Rohtak.

Endst. No. 3507, dated the 30th September, 1981.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

The 28th October, 1981

No. 9(1)31-6Lab 12033.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/S. Haryana Roadways, Rohtak.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT
HARYANA, ROHTAK

Reference No. 6 of 1981
between

SHRI SURESH SINGH, WORKMAN AND THE MANAGEMENT OF M/S. HARYANA ROADWAYS,
ROHTAK

Present:—

Shri S. N. Vats, alongwith the workman.

Shri S. C. Singal, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor, *vide* his order No. ID/RTK/144-30/59763, dated 11th December, 1980 under section 10 (i)(c) of Indian Disputes Act for adjudication of the dispute existing between Shri Sube Singh, workman and the management of M/s Haryana Roadways, Rohtak. The term of the reference was :—

“Whether the termination of services of Shri Sube Singh was justified and in order ? If not, to what relief is he entitled ?”

On the receipt of the order of reference notices as usual were sent to the parties. The parties put in their appearance in response to the same, filed their respective pleadings and issues were framed on the basis of their pleadings and the management was asked to adduce their evidence. Apart from evidence of the management was recorded on 4th July, 1981 and the case was then adjourned for remaining evidence of the management. After obtaining one adjournment the parties arrived at an amicable settlement on 1st September, 1981 and the statements of the parties were recorded as under :—

Statement of Shri S. C. Singal representative of the management :—

“The management has offered to reinstate the workman with continuity of service but without back wages”.

Statement of Shri Sube Singh workman concerned :—

“I have heard the statement of Shri S. C. Singal and accept the offer of the management. The award may be given accordingly.”

In view of their statements no further adjudication is required as the parties settled the dispute referred to this Court amicably. The reference is an answered and returned accordingly.”

BANWARI LAL DALAL,

Dated the 19th September, 1981.

Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endst. No. 3461, dated the 24th September, 1981

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 9(1)81-6Lab/12043.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s The Bhiwani Central Cooperative Bank Ltd., Bhiwani.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 72 of 1981
between

SHRI MEGH RAJ DHINGRA, WORKMAN AND THE MANAGEMENT OF M/S THE
BHIWANI CENTRAL CO-OPERATIVE BANK LTD., BHIWANI.

Present :

Shri S. R. Gupta, for the workman.
No one, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor, *vide* his order No. IL/HSR/28-81/22217, dated the 29th April, 1981 under section 10 (i)(c) of the Industrial Disputes Act, for adjudication of the dispute existing between Shri Megh Raj Dhingra, workman and the management of M/s The Bhiwani Central Co-operative Bank Ltd., Bhiwani. The term of the reference was :—

“Whether the termination of services of Shri Megh Raj Dhingra was justified and in order ? If not, to what relief is he entitled ?”

On the receipt of the order of reference notices as usual were sent to the parties. The workman appeared through his authorised representative on 6th July, 1981 in response to the same but no one appeared for the management. / nother notice was issued to the management for 10th August, 1981. On this date of hearing also the management did not appear despite the service of notice to them. *Ex parte* proceedings were taken up against the management. *Ex parte* evidence of the workman was recorded on 7th September, 1981. The workman himself was examined as his own witness who deposed that he was employed as Secretary from 26th April, 1979,—*vide* Ex. W-1. His services were terminated,—*vide* order Ex. W-2, dated 3rd November, 1977. He was not paid one month notice pay nor served with one month notice. He was not also paid the retrenchment compensation. One month notice pay was received by him after three months of his termination.

I have no reason to disbelieve the unrebuted statement of the workman while relying on the same I hold that the termination of the workman was neither justified nor in order. The workman has raised his demand for reinstatement on 20th January, 1981 after a considerable long period of more than three years and as such he is not entitled to wages for the period from 3rd November, 1977 to 20th January, 1981. The workman is granted the relief of reinstatement with continuity of service and back wages from 20th January, 1981 onwards. The reference is answered and returned accordingly.

Dated: the 23rd September, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 3473, dated the 24th September, 1981.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court Haryana,
Rohtak.

No. 9(1)81-6Lab/12249.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s. Bhiwani Textile Mills, Bhiwani.

BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Complaint No. 51 of 1978 under section 33-A of the Industrial Disputes Act, 1947

between

SHRI AMBA LAL, COMPLAINANT AND THE MANAGEMENT OF M/S BHIWANI
TEXTILE MILLS, BHIWANI

Present:

Shri S. R. Gupta, for the Complainant.

Shri B. R. Ghaiye, for the management.

AWARD

The present complaint was filed by Shri Amba Lal, a workman for adversely changing his conditions of service by the management during the pendency of reference number 95 and 106 of 1977. Notice of the complaint was sent to the management who appeared and filed a written reply. On the pleadings the following issues were framed by my learned predecessor on 28th August, 1978:—

1. Whether the complaint is incompetent and not maintainable.
2. Whether the service conditions of the workman have been changed ? If so, to what effect ?
3. Relief.

The workman examined himself as WW 1 and closed his case. The management did not adduce any evidence. Arguments were heard. I now give my finding issue wise :—

Issue No. 1 :—This issue was not pressed by the management, nor any evidence was led on the issue, therefore, this issue is decided against the management.

Issue No. 2 :—WW-1 the Complainant stated that he was working since 1964 in the Ring section of the management. In January, 1978, 5 Jobbers used to work in each shift of his department. He was working as a Doubling Jobber at that time. The other three Jobbers were being paid the basic monthly rate of Rs 120/- while he was paid only Rs 88. He further stated that every Jobber used to attend 16 or 18 machines. Before 1977 four side system was not invoked. A piccer attended only two sides. During 1977 work load on piccers was increased and four side working was started. After introduction of four side system he was not given rate of jobbers although he was doing the same work. In cross examination he stated that he was a Doffer in 1964 and continued to be so for 2-3 years. He was then made a Piccer. Since 1975-76 Piccers were made to mind four sides. He worked as a Jobber but he had a pass of Doffer. The pass was changed in 1978 when he made a complaint for changing the pass from a Doffer to Jobber. He further admitted that the basic rate of Jobber was Rs. 120 Ring Jobber's was Rs. 120 and Doffer's was Rs. 88/-.

It was argued by the learned representative for the Complainant that other Jobbers were getting Rs. 120 P. M. while the Complainant only Rs. 88/- and hence there was a prejudicial change. The learned representative for the management argued that the Complainant was promoted from Doffer to Jobber. The Jobbers were getting Rs. 88/- which the workman had admitted in his cross-examination. Four side workmen were efficient Jobbers according to him and were getting Rs. 120.

I find from the statement of the complainant that he was getting Rs. 88/- P. M. and he was still getting the same amount. I do not find any prejudicial change in the service condition of the complainant and decide this issue in favour of the management and against the workman.

Issue No. 3 :—The Complainant is not entitled to any relief.

On the findings given by me on issues No. 2 and 3, the complaint is dismissed.

M. C. BHARDWAJ,

Dated, the 29th September, 1981.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endorsement No. 896, dated 30th September, 1981.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the I. D. Act. 1947.

M. C. BHARDWAJ,

Dated, the 29th September, 1981.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 9(1)-81-6Lab/12059.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s General Manager, Milk Plant, Ambala City.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK
Reference No. 43 of 1978

between

SHRI RAKESH KUMAR AGGARWAL, WORKMAN AND THE MANAGEMENT OF
M/S GENERAL MANAGER, MILK PLANT, AMBALA CITY

Present :—

Shri Madhu Sudan, for the workman.

Shri Janak Raj Sharma, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor,—*vide* his order No. ID/Amb/450-77/9382, dated 2nd March, 1978 under section 10(i)(c) of the Industrial Dispute Act for adjudication of the dispute existing between Shri Rakesh Kumar, workman and the management of M/s Milk Plant Amabala City. The term of the reference was :—

Whether the termination of services of Shri Rakesh Kumar was justified and in order ? If not, to what relief is he entitled ?

On the receipt of the order of reference notices as usual were sent to the parties. The parties put in their appearance on 27th June, 1978, filed their respective pleadings and issues as under were framed on the basis of the pleadings of the parties :—

1. Whether the workman was working on daily wages? If so, to what effect?
2. Whether the post on which the workman was working became surplus? If so, to what effect?
3. Whether the management terminated the services of the workman justiciable and legally?
4. If issue no 3 is not proved to what relief is the workman entitled?

Issue Nos. 1 to 4.—The fact that the workman was working on daily wage basis has been admitted on both sides and the same has been alleged and proved by both the parties. Ex. W-1 is the order increasing the daily of the workman from Rs. 5-50 to Rs. 6-50. Ex. M-1 is the order according sanction for employment of the workman on daily wages at Rs. 5-50. The workman has in his cross-examination given out that he was on daily wages so the issue that the workman was employed on daily wage basis has been proved in favour of the management.

Ex. W. 1 reveals that workman was designated as Laboratory Assistant. The documents filed by the management Ex. M-1 and Ex. M-2 show him as Laboratory Attendant. The job of Laboratory Assistant has been admitted to be of permanent nature but not that of the Laboratory Attendant. The workman has worked from September, 1976 to 6th August, 1977 and no notice or notice pay or compensation was paid to the workman as the same has not been refuted by the management anywhere. The workman representative has argued that the words no longer required in the order of termination amounts to retrenchment and as the management has not complied with the provisions of section 2(F) the termination became illegal. On the other hand the management has contended that the workman was engaged on daily wage basis and he can not be considered a workman under section 2(S) of the Industrial Disputes Act as he was not on the pay roll of the respondent and as such he is not entitled to the benefits to which other categories of employees are entitled. The daily wager is not entitled to national and Festival holidays, nor to any weekly rest or other leave benefits and as such can not be placed on the same footing. In my opinion daily wager whether he is working on post of temporary or permanent nature can be terminated at any time without going through any formalities. The termination of the workman is therefore justified and in order. The workman is not entitled to any relief. The reference is answered and returned accordingly.

BANWARI LAL DALAL,

Dated, the 26th September, 1981.

Presiding Officer,

Industrial Tribunal, Haryana,
Rohtak.

Endorsement No. 3503, dated the 26th September, 1981.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BANWARI LAL DALAL,

Presiding Officer,

Industrial Tribunal, Haryana,
Rohtak.